



The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, NOVEMBER 21, 2023

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther E. Berry

Commissioner:

Taranza McKelvin

Commissioner:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, NOVEMBER 21, 2023
6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, NOVEMBER 21, 2023
7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- a. **RESOLUTION NO. 49-2023**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS, INC. - SOUTH FLORIDA CHAPTER AND THE CITY OF SOUTH BAY FOR AMERICORPS VISTA NFPBA MEMBER; PROVIDING FOR AN EFFECTIVE DATE

5.a. NFBPA Agreement

- b. **RESOLUTION NO. 50-2023**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2024; PROVIDING FOR AN EFFECTIVE DATE

- c. **RESOLUTION NO. 51-2023**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE ADDITION OF A NEW SECTION XV TO THE CITY OF SOUTH BAY'S EMPLOYEE HANDBOOK ENTITLED, "REPORTING WHISTLEBLOWER COMPLAINTS" TO ADDRESS A POLICY AND PROCEDURE FOR REPORTING WHISTLEBLOWER COMPLAINTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE

5.c. South Bay OIG Administrative Policy Manual

- d. Regular City Workshop and City Meeting
Approval of City Minutes –

5.d. Meeting Minutes October 3, 2023

- e. Regular City Workshop and City Meeting
Approval of Meeting Agenda -

5.e. November 21, 2023

6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**

- a. RESOLUTION NO. 52-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE SUPPORT TO THE GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA, INC., THROUGH THE PROVISION OF COORDINATION ACTIVITIES WITH OTHER YOUTH PROGRAMS, ENTERING INTO A FACILITY USE AGREEMENT AND PROVIDING FOR DISCRETIONARY FUNDING NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) FOR VALID PUBLIC PURPOSE ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE
- 6.a. GulfStreamBSA
- b. RESOLUTION NO. 53-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY AGREEMENT BETWEEN EAGLE BRICK CONSTRUCTION, INC AND THE CITY OF SOUTH BAY FOR DEMOLITION OF A CONCRETE DRIVEWAY; PROVIDING FOR AN EFFECTIVE DATE
- 6.b. EAGLE BRICK CONSTRUCTION, INC. AGREEMENT
- c. RESOLUTION 54-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING CHANGE ORDER NO. 3 FROM HINTERLAND GROUP INC. FOR THE SW 10TH AVENUE ROAD AND SEWER IMPROVEMENTS PROJECT FROM MLK BLVD. TO S. TERMINUS; PROVIDING FOR AN EFFECTIVE DATE
- 6.c. CHANGE ORDER #3 21-0297
- d. RESOLUTION NO. 55-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE
- e. RESOLUTION NO. 56-2023
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE 2023-2024 HARVEST SEASON IN THE GLADES COMMUNITIES; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE
8. ROSENWALD ELEMENTARY SCHOOL
9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

10. CITY CLERK REPORT

a. Qualifying begins December 5, 2023 at 12:00 pm, and the final day for qualifying is December 11, 2023, at 12:00 pm.

b. Holiday Toy Giveaway December 2, 2023 at Tanner Park from 9am to 12pm

c. Tri-City BBQ December 8, 2023 at Lomax Harrelle Pavilion 12pm

d. Palm Beach County Day 2024 Tallahassee. Florida, United States Jan 9th - 10th, 2024

11. CITY MANAGER REPORT

a. Rosenwald Safety Patrol

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

RESOLUTION NO. 49-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS, INC. - SOUTH FLORIDA CHAPTER AND THE CITY OF SOUTH BAY FOR AMERICORPS VISTA NFPBA MEMBER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with the National Forum For Black Public Administrators, Inc. - South Florida Chapter for a partnership on various projects to include, needs assessments, relationship development with stakeholders, citizen engagement, and communications with volunteers and consultants in the field; and

WHEREAS, the National Forum For Black Public Administrators, Inc. - South Florida Chapter seated in Ft. Lauderdale and founded in 1983 has a mission to serve as a catalyst for linking public and private organizations, as well as academic institutions to support the professional development of African-Americans choosing public service careers; and

WHEREAS, The AmeriCorps VISTA Member's work will be focused on citizen and community engagement efforts, in support of and promoting civic engagement. The AmeriCorps VISTA Member will build capacity by fostering and forming relationships with new partners and sponsoring organizations, both public and private; communicate effectively with NFBPA chapters and sponsors; provide support, information and materials for coordinators; develop and maintain appropriate fiscal, program and volunteer records and reports; monitor project progress and adhering to deadlines; and

WHEREAS, NFPBA agrees to have the AmeriCorps VISTA Member operate every Wednesday of each month within the City of South Bay; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between National Forum For Black Public Administrators, Inc. - South Florida Chapter and the City of South Bay is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Memorandum of Understanding between National Forum For Black Public Administrators, Inc. - South Florida Chapter and the City of South Bay, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

MEMORANDUM OF UNDERSTANDING

This two-party Memorandum of Understanding (MOU) is made and entered into this ____ day of November 2023 by and between the City of South Bay ("City"), whose address is 335 SW Second Avenue, South Bay, Florida 33493 and National Forum for Black Public Administrators, Inc.-South Florida Chapter, a Florida not-for-profit corporation, whose address is 4846 N. University Dr. Suite 216, Lauderhill, FL. 33351. This MOU shall remain in effect pursuant to the terms below:

Recitals

WHEREAS, the City of South Bay ("City") desires to enter into a Memorandum of Understanding ("MOU") with the National Forum For Black Public Administrators, Inc. - South Florida Chapter for a partnership on various projects to include, needs assessments, relationship development with stakeholders, citizen engagement, and communications with volunteers and consultants in the field; and

WHEREAS, the National Forum For Black Public Administrators, Inc. - South Florida Chapter seated in Ft. Lauderdale and founded in 1983 has a mission to serve as a catalyst for linking public and private organizations, as well as academic institutions to support the professional development of African-Americans choosing public service careers; and

WHEREAS, The AmeriCorps VISTA Member's work will be focused on citizen and community engagement efforts, in support of and promoting civic engagement. The AmeriCorps VISTA Member will build capacity by fostering and forming relationships with new partners and sponsoring organizations, both public and private; communicate effectively with NFBPA chapters and sponsors; provide support, information and materials for coordinators; develop and maintain appropriate fiscal, program and volunteer records and reports; monitor project progress and adhering to deadlines; and

WHEREAS, NFPBA agrees to have the AmeriCorps VISTA Member operate every Wednesday of each month within the City of South Bay; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the City Manager to execute a Memorandum of Understanding between National Forum For Black Public Administrators, Inc. - South Florida Chapter and the City of South Bay is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Article I: Term

This MOU will be effective for services rendered following the execution of this MOU by both parties. Either party may terminate this MOU at any time.

Article II: Scope of Services

National Forum of Black Public Administrators AmeriCorps VISTA Member:

- **Inform** citizens/stakeholders of opportunities for their community to address critical issues and communicate progress already in action.
- **Inspire** citizens to act and fully leverage their citizen voice to improve their community through the identification and prioritization of critical issues.
- **Ideate** equitable and inclusive solutions to sustainably transform the community
- **Implement** through developing community partnerships to leverage nascent capacity regionally.
- **Improve** the relationship between citizens and institutions through dynamic engagement throughout the entire selected project.

City of South Bay:

1. Work to create an environment wherein the NFBPA AmeriCorps VISTA Member is permitted to operate within the City of South Bay pursuant to the terms set forth in the MOU.

Article III: Insurance

1. National Forum for Black Public Administrators, Inc. - South Florida Chapter shall not commence work under this MOU until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

2. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

3. Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

4. Insurance shall be in force until all work required to be performed under the terms of the MOU is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the

insurance shall terminate and lapse during the period of this MOU, then in that event, National Forum for Black Public Administrators, Inc. - South Florida Chapter shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the MOU and extension there under is in effect. National Forum for Black Public Administrators, Inc. - South Florida Chapter shall not continue to work pursuant to this MOU unless all required insurance remains in full force and effect.

5. Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

6. National Forum For Black Public Administrators, Inc. - South Florida Chapter shall hold the CITY, its agents, and employees, harmless on account of all claims for damages to persons, property or premises arising out of the operations to complete this MOU and name the CITY as an additional insured under their policy.

7. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

The parties hereby execute this MOU by their duly authorized officials:

Leondrae D. Camel, City Manager
335 SW Second Avenue
South Bay, Florida 33493

City of South Bay

Date

Phillip Harris, President
4846 N. University Dr. Suite 216,
Lauderhill, FL. 33351

National Forum For Black Public
Administrators, Inc. - South Florida
Chapter

Date

Name: Burnadette Norris-Weeks, Esq.
Title: City Attorney
Approved as to Form Only

RESOLUTION NO. 50-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2024; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 286.011, Florida Statutes, also known as the “Florida Public Meeting Law” requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, it is appropriate for municipalities to cancel regular meetings falling on or in close proximity to national holidays and election dates; and

WHEREAS, the City Manager requests approval of a Regular City Commission Meeting schedule for calendar year 2024, attached as Exhibit “A”, as well as the cancellation of regular meetings to be held on the following dates: January 16, 2024; March 19, 2024; June 18, 2024, July 02, 2024, November 19, 2024 and December 17, 2024; and

WHEREAS, the City Manager requests approval of holidays to be observed by the City of South Bay for calendar year 2024 (“Observed Holidays”), as set forth in Exhibit “B” attached hereto; and

WHEREAS, the City Commission for the City of South Bay finds that adoption of a 2024 Regular City Commission Meeting schedule is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of City Commission Meeting Schedule for Calendar Year 2024. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit “A”, attached hereto, along

with cancellation dates for regular meetings January 16, 2024; March 19, 2024; June 18, 2024, July 02, 2024, November 19, 2024 and December 17, 2024.

Section 3. Adoption of Observed Holidays for calendar year 2024. The City Commission of the City of South Bay hereby approves and adopts the holidays to be observed by the City of South Bay for calendar 2024, as set forth in Exhibit “B”, attached hereto.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and **ADOPTED** this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

VOTE:

Commissioner Polk	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



CITY OF SOUTH BAY

2024 Holiday

JANUARY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

EVENTS	
JANUARY 01-NEW YEAR'S DAY	
JANUARY 02 -COMMISSION MEETING	
JANUARY 15 -MARTIN LUTHER KING, JR. DAY	
JANUARY 16- COMMISSION MEETING CANCELLED	
FEBRUARY 06-COMMISSION MEETING	
FEBRUARY 19-PRESIDENT'S DAY	
FEBRUARY 20- COMMISSION MEETING	
MARCH 05- COMMISSION MEETING	
MARCH 19- COMMISSION MEETING CANCELLED/ELECTIONS	
APRIL 02-COMMISSION MEETING	
APRIL 16-COMMISSION MEETING	
MAY 07-COMMISSION MEETING	
MAY 21-COMMISSION MEETING	
MAY 27- MEMORIAL DAY	
JUNE 04-COMMISSION MEETING	
JUNE 19-JUNETEENTH DAY	
JUNE 18- COMMISSION MEETING CANCELLED	
JULY 2-COMMISSION MEETING CANCELLED	
JULY 04-INDEPENDENCE DAY	
JULY 16- COMMISSION MEETING	
AUGUST 06-COMMISSION MEETING	
AUGUST 20-COMMISSION MEETING	
SEPTEMBER 2-LABOR DAY	
SEPTEMBER 03-COMMISSION MEETING	
SEPTEMBER 17-COMMISSION MEETING	
OCTOBER 01- COMMISSION MEETING	
OCTOBER 14-COLUMBUS DAY	
OCTOBER 15-COMMISSION MEETING	
NOVEMBER 05- COMMISSION MEETING	
NOVEMBER 11-VETERANS DAY	
NOVEMBER 19-COMMISSION MEETING CANCELLED	
NOVEMBER 28-THANKSGIVING DAY	
NOVEMBER 29-FLOATING HOLIDAY	
DECEMBER 03-COMMISSION MEETING	
DECEMBER 17-COMMISSION MEETING CANCELLED	
DECEMBER 25-CHRISTMAS DAY	
DECEMBER 26-CHRISTMAS FLOATING DAY	
DECEMBER 27-FLOATING HOLIDAY	

EXHIBIT “B”

TO: Honorable Mayor and Commissioners

THRU: Leondrae D. Camel, City Manager

DATE: November 21, 2023

SUBJECT: APPROVAL OF YEAR 2024 HOLIDAY SCHEDULE

The following 2024 Holiday Schedule for all City of South Bay employees has been prepared for your review and approval.

Holiday Schedule – 2024

New Year’s Day	Monday, January 1
Martin Luther King, Jr. Day	Monday, January 15
President’s Day	Monday, February 19
Memorial Day	Monday, May 27
Juneteenth	Wednesday, June 19
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
Veterans Day	Friday, November 11
Thanksgiving Day	Thursday, November 28
Floating Holiday	Friday, November 29
Christmas Day	Wednesday, December 25
Floating Holiday	Thursday, December 26

RESOLUTION NO. 51-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE ADDITION OF A NEW SECTION XV TO THE CITY OF SOUTH BAY'S EMPLOYEE HANDBOOK ENTITLED, "REPORTING WHISTLEBLOWER COMPLAINTS" TO ADDRESS A POLICY AND PROCEDURE FOR REPORTING WHISTLEBLOWER COMPLAINTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 2-423 (11) of the Palm Beach County Code of Ordinances, the Inspector General is considered "an appropriate local official" of the county and of any municipality for purposes of whistleblower protection provided by Section 112.3188(1), Florida Statutes; and

WHEREAS, the aforementioned section makes it a crime for any person to attempt to retaliate, punish, harass, or penalize anyone for communication with or for cooperating with the Inspector General; and

WHEREAS, during a September 28, 2023 meeting between the City Manager and a representative from the Office of Inspector General ("OIG") Risk Assessment and Compliance, the whistleblower reporting policy was discussed and it was determined by the City Manager that language regarding the Inspector General being added to the City's Employee's Handbook would be brought before the City Commission for consideration ; and

WHEREAS, the City Manager is therefore recommending the addition of new Section XV to the City's Employee Handbook entitled, "Reporting Whistleblower Complaints", attached hereto as Exhibit "A", to address a policy and procedure for whistleblower complaints; and

WHEREAS, the City Commission of the City of South Bay finds that the addition of Section XV to the City of South Bay Employee Handbook entitled, "Reporting Whistleblower Complaints", attached hereto as Exhibit "A", is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Section XV to the City of South Bay Employee Handbook. The City Commission of the City of South Bay hereby approves the addition of a new Section XV to the City Employee Handbook entitled, “Reporting Whistleblower Complaints”, attached hereto as Exhibit “A”, to address a policy and procedure for reporting Whistle-blower complaints.

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____

Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



City of South Bay, Florida Administrative Policy Manual

New Section in Employee Handbook XV: Reporting Whistleblower Complaints

SUBJECT: Reporting Whistleblower Complaints

Purpose

Pursuant to Section 2-423 (11) of the Palm Beach County Code of Ordinances, the Inspector General is considered “an appropriate local official” of the county and of any municipality for purposes of whistleblower protection provided by Section 112.3188(1), Florida Statutes. Furthermore, said section makes it a crime for any person to attempt to retaliate, punish, harass, or penalize anyone for communication with or cooperating with the Inspector General. This policy explains the procedure for Municipal employees to report whistleblower complaints.

This policy is intended to provide reporting procedures pertaining to whistleblower matters when reporting to the City Manager or the Office of Inspector General for Palm Beach County (OIG).

Policy

1. City employees shall promptly notify the City Manager or the Office of Inspector General for Palm Beach County (OIG) of possible:
 - a) Mismanagement of a contract (misuse or loss exceeding \$5,000.00 in public funds)
 - b) Fraud
 - c) Theft
 - d) Bribery, or
 - e) Any other violation of law which appears to fall within the jurisdiction of the Inspector General.
2. Whistleblower Allegations - In accordance with this Policy and the Florida Whistleblower Act, if a municipal employee reports any of the following directly and in writing to the Inspector General, he or she may be granted “whistleblower” protection by the Inspector General:
 - a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.
 - b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.
3. Employees should note that reporting an alleged whistleblower matter to the City Manager or the OIG does not guarantee the employee “whistleblower” protection. Such determination will only be made by the City Manager or the Inspector General after evaluation of the complaint.

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry
Treasurer

Taranza L. McKelvin

Albert Polk IV

Leondrae D. Camel
City Manager

Vicenta Delbosquez
City Clerk

Burnadette Norris-Weeks
City Attorney

“An equal Opportunity
Affirmative Action Employer”

Method(s) of Report

1. Reporting under this policy may be made to the City Manager in writing.
2. The OIG reporting form can be found at <https://www.pbcgov.com/oig/>
3. An employee can file a report by:
 - a) Email to the OIG at (inspector@pbcgov.org);
 - b) Fax to the OIG at (561)233-2370;
 - c) U.S. mail to the OIG 100 Australian Ave, 4th Floor, West Palm Beach, FL 33406; or
 - d) OIG Hotline toll free at (877) OIG-TIPS or (561)233-2350

EFFECTIVE DATE: _____

REVISED: November ____, 2023

Leondrae D. Camel
City Manager

CITY OF SOUTH BAY, FL
CITY/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, OCTOBER 3, 2023
6:30PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza Mckelvin
Commissioner Albert Polk

Staff

Leondrae Camel, City Manager
Vicenta DelBosquez, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator

(Full recording/discussion available through the City Clerk/City website)

1. **CALL TO ORDER at 6:31pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **Agenda Items**
4. **ADJOURNMENT at 7:00pm**

Moved by: Commissioner Mckelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL

REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, OCTOBER 3, 2023
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on October 3, 2023 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles
 Vice Mayor Betty Barnard
 Commissioner Esther Berry
 Commissioner Taranza McKelvin
 Commissioner Albert Polk IV

Staff:

Leondrae Camel, City Manager
 Vicenta Del Bosquez, City Clerk
 Burnadette Norris-Weeks, Esq., City Attorney
 Massih Saadatmand, Finance Director
 Caroline Larris, Community Engagement Coordinator

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** (*Up to 5 minutes*):
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION:**
 - a. Ashley
 - b. Kirk Patrick
 - c. Pastor Bing
5. **CONSENT AGENDA**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

5a. Regular City Workshop and City Meeting: September 19, 2023

5b. Regular City Workshop and City Meeting
Approval of Meeting Agenda – October 3, 2023

Approve Consent Agenda

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**a. RESOLUTION NO. 44-2023**

A RESOLUTION OF THE CITY OF SOUTH BAY RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 16-22, 2023 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

Moved by: Commissioner Mckelvin

Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

b. RESOLUTION NO. 45-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 21, 2036; AUTHORIZING EXPRESSING SUPPORT OF ONE CENT SALES TAX; PROVIDING FOR AN EFFECTIVE DATE

6.b. One-Cent Surtax

Moved by: Commissioner Mckelvin

Seconded by: Commissioner Berry

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

c. RESOLUTION 46-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ALLSTATE BENEFITS SELF-FUNDED PROGRAM AGREEMENT FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CITY EMPLOYEES AND THEIR FAMILIES; PROVIDING FOR AN EFFECTIVE DATE

6.c. Health Care Enrollment

Moved by: Commissioner Berry

Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

d. RESOLUTION NO. 47-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA,
APPROVING LEGISLATIVE PRIORITIES FOR THE 2024 LEGISLATIVE SESSION;
PROVIDING FOR AN EFFECTIVE DATE

6.d. Legislative Priorities 2023

Moved by: Commissioner Berry

Seconded by: Vice Mayor Barnard

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

e. RESOLUTION 48-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE-FUNDED GRANT
AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE
DATE

6.e. State Funded Grant Agreement

Moved by: Vice Mayor Barnard

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

7. ORDINANCE: NONE**8. ROSENWALD ELEMENTARY SCHOOL: Updates****9. FINANCE REPORT****a. Accounts Payable Report****9.a. AP Report****Approve Finance Report****Moved by: Commissioner Berry****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

10. CITY CLERK REPORT: Events Update**11. CITY MANAGER REPORT: NONE****12. CITY ATTORNEY REPORT: NONE****13. FUTURE AGENDA ITEMS: Unicus Follow-up, Ordinance, Strategic Planning****14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER****14.a. Commissioner Taranza McKelvin**

- Thank you

14.b. Commissioner Albert L. Polk IV

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Betty Barnard

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 8:01pm**Moved by: Commissioner McKelvin**

Joe Kyles, Mayor**ATTESTED BY:**

South Bay City Clerk

RESOLUTION NO. 52-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE SUPPORT TO THE GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA, INC., THROUGH THE PROVISION OF COORDINATION ACTIVITIES WITH OTHER YOUTH PROGRAMS, ENTERING INTO A FACILITY USE AGREEMENT AND PROVIDING FOR DISCRETIONARY FUNDING NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000.00) FOR VALID PUBLIC PURPOSE ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to coordinate with the Gulf Stream Council of Boy Scouts of America, Inc. to support city youth by assisting with character development, development of leadership skills, community service involvement and support for programs that will assist young people to make sound ethical and moral choices; and

WHEREAS, the Gulf Stream Council of Boy Scouts of America, Inc. is in need of facility space, at least once a month, and the City Manager desires to recommend usage of city facility space consistent with the terms and conditions of a standard city facility use agreement, except monetary fees for facility rentals would be waived for meetings and programming; and

WHEREAS, the City Manager recommends that the City Commission authorize the City Manager to coordinate activities with the Gulf Stream Council of Boy Scouts of America, Inc. and local youth programs by making information about scouting activities available to various youth organizations and boards throughout the City of South Bay; and

WHEREAS, the City Manager further requests authorization of an expenditure of up to Five Thousand Dollars (\$5,000.00) to assist the Gulf Stream Council of Boy Scouts of America, Inc. with programming support that will serve public purposes for the residents of the City of South Bay.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. **Authorization of Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to provide support for the Gulf Stream Council of Boy Scouts of America, Inc. through the provision of coordination activities with other youth programs, by entering into a facility use agreement at no cost to the organization, but abiding by all other terms of a standard facility use agreement. The City Commission further authorizes the City Manager to expend up to Five Thousand (\$5,000.00) in discretionary funding for activities that will serve a valid public purpose for the residents of the City of South Bay. The City Manager is authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

GULF STREAM COUNCIL OF BOY SCOUTS OF AMERICA, IN C.

Filing Information

Document Number	755537
FEI/EIN Number	59-0624407
Date Filed	12/15/1980
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/24/2017
Event Effective Date	NONE

Principal Address

8335 N MILITARY TRAIL
PALM BCH GARDENS, FL 33410

Changed: 01/03/2012

Mailing Address

8335 N MILITARY TRAIL
PALM BEACH GARDENS, FL 33410

Changed: 01/31/2011

Registered Agent Name & Address

HAMILTON, TERRENCE
8335 N MILITARY TRAIL
PALM BEACH GARDENS, FL 33410

Name Changed: 10/24/2017

Address Changed: 05/05/2003

Officer/Director Detail

Name & Address

Title DS

HAMILTON, TERRENCE
8335 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410

Title DT

VICKERS, THOMAS
8335 N MILITARY TRAIL
PALM BCH GARDENS, FL 33410

Title DP, President

KRAMER, RAY
8335 N MILITARY TRAIL
PALM BCH GARDENS, FL 33410

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	05/26/2022
2023	04/13/2023

Document Images

04/13/2023 -- ANNUAL REPORT	View image in PDF format
05/26/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
05/04/2020 -- ANNUAL REPORT	View image in PDF format
05/22/2019 -- ANNUAL REPORT	View image in PDF format
06/01/2018 -- ANNUAL REPORT	View image in PDF format
10/24/2017 -- Amendment	View image in PDF format
03/10/2017 -- ANNUAL REPORT	View image in PDF format
02/17/2016 -- ANNUAL REPORT	View image in PDF format
06/08/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
03/19/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
03/05/2009 -- ANNUAL REPORT	View image in PDF format
04/11/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
08/22/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
06/02/2002 -- ANNUAL REPORT	View image in PDF format

01/26/2001 -- ANNUAL REPORT	View image in PDF format
05/13/2000 -- ANNUAL REPORT	View image in PDF format
05/13/1999 -- ANNUAL REPORT	View image in PDF format
06/11/1998 -- ANNUAL REPORT	View image in PDF format
03/03/1997 -- ANNUAL REPORT	View image in PDF format
04/03/1996 -- ANNUAL REPORT	View image in PDF format
02/28/1995 -- ANNUAL REPORT	View image in PDF format

RESOLUTION NO. 53-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF SOUTH BAY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO
EXECUTE AN EMERGENCY AGREEMENT
BETWEEN EAGLE BRICK CONSTRUCTION, INC
AND THE CITY OF SOUTH BAY FOR
DEMOLITION OF A CONCRETE DRIVEWAY;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of South Bay ("City") has determined that a concrete driveway needs to be demolished within the City limits; and

WHEREAS, following the reconstruction of SW 10th Avenue, the driveway at 180 SW 10th Avenue was significantly lower than the newly constructed sidewalk, which created a hazard and identified major failures of the existing driveway; and

WHEREAS, on October 24, 2023, the Public Works Director, City Engineer, Palm Beach County Engineering and the City Manager met representatives from the affected area and determined that it would be best to demolish the existing driveway and allow the property owner to construct a new driveway that will mitigate hazards and deficiencies; and

WHEREAS, on October 31, 2023, Eagle Brick Construction, Inc submitted a quote in the amount of Four Thousand Dollars and 00/100 (\$4,000.00) to demolish and dispose of the concrete driveway in accordance to the Statement of Work; and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the City of South Bay's Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission of the City of South Bay finds that the execution of an emergency agreement for the demolition of a concrete driveway is in the best interests of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute an Agreement between Eagle Brick Construction, Inc and the City of South Bay, attached hereto as Exhibit “A”, for the provision of demolition of a driveway, on an emergency basis. The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2023, between:

CITY OF SOUTH BAY,
a Florida municipal corporation, hereinafter, "CITY,"

and

EAGLE BRICK CONSTRUCTION, INC.

a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in immediate need of an independent contractor to demolish a driveway at 180 SW 10th Avenue within the city limits.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Composite Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of Four Thousand Dollars and 00/100 (\$4,000).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "A" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5

CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the

CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site and the City's equipment from all damage whatsoever on account of the work being carried on pursuant

to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

11.3 The parties contemplate that the Agreement will be for a period of one (1) month term, with one (1) one (1) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement and all Exhibits attached hereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not

exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT:** (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae D. Camel, City Manager
 335 SW 2nd Avenue
 South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

CONTRACTOR: Corey Ritchie
Eagle Brick Construction, Inc.
15952 NW 48th Ave.
Miami Lakes, FL. 33014

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with documents, attached as Exhibit "A" hereto, and as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations,

representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF SOUTH BAY

ATTEST:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
Joe Kyles, Mayor

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Corey Ritchie, President
Eagle Brick Construction, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK, ARTICLES OR CORPORATION AND PHOTOS)

RESOLUTION 54-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING CHANGE ORDER NO. 3 FROM HINTERLAND GROUP INC. FOR THE SW 10TH AVENUE ROAD AND SEWER IMPROVEMENTS PROJECT FROM MLK BLVD. TO S. TERMINUS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") and Palm Beach County Water Utilities Department ("PBCWUD") entered into an Interlocal Agreement on December 8, 2021, whereby PBCWUD would reimburse the City for replacing the water transmission and sewer collection system when the City reconstructed and resurfaced the SW 10th Avenue road segment funded by the Florida Department of Transportation as Project No. 442025-1-54-01 in the amount of Eight Hundred Eighty-Four Thousand Nine Hundred Dollars (\$884,900.00); and

WHEREAS, Hinterland Group Inc. was awarded the construction contract and given a notice to proceed on April 11, 2022; and

WHEREAS, the work is nearly complete, however, certain quantity overruns and additional roadway work is needed; and

WHEREAS, the change order, attached hereto as Exhibit "A", includes a cost proposal of Forty-Eight Thousand Seven Hundred Twenty-Two Dollars and 30/100 (\$48,722.30) for new gates at right-of-way, modification of F-curb and sidewalk, additional mailbox installation and concrete harmonization within the public right of way; and

WHEREAS, with this Change Order No. 3, the contract is extended another 120 calendar days to January 17, 2024; and

WHEREAS, in communications by email on November 1, 2023, the Florida Department of Transportation concurred with Change Order No. 3 with FDOT funding; and

WHEREAS, City Commission finds that approving the proposed Change Order No. 3 from Hinterland Group Inc. is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Change Order. The City Commission of the City of South Bay hereby approves Change Order No. 3 for the provision of improvement work to be performed by Hinterland Group for the SW 10th Avenue Road Water and Sewer Improvements Project from MLK Blvd. to S. Terminus, attached hereto as Exhibit “A.”

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

EXHIBIT A



CITY OF SOUTH BAY
335 SW 2nd Ave, South Bay, FL 33493
CHANGE ORDER NO. 3

Page 1 of 2

City Agreement No. ITB 2021-02 Change Order No. 3 Date 10/26/2023

Project Name: SW 10th AVENUE Road Water & Sewer Improvements from MLK Blvd. to S. Terminus

Contractor: HINTERLAND GROUP, INC., 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404

DESCRIPTION OF WORK: City of South Bay and Palm Beach County Water Utilities Department (PBCWUD) entered into a interlocal joint participation agreement for additional \$884,900.00 last December 8, 2021 where PBCWUD would pay for replacing the water transmission and sewer collection system when City of South Bay reconstructed and resurfaced the SW 10th Avenue road segment funded by FDOT as Project No. 442025-1-54-01. Hinterland Group, Inc. was awarded the construction contract and given the notice to proceed on April 11, 2022 with a contract completion date of April 7, 2023. Change Order No. 2, previously approved, extended the contract to September 19, 2023 with additional funding for roadway pay item increases. For this proposed Change Order No. 3, the additional work and time for additional roadway items to complete this contract is documented in the attached Exhibit A which is described as follows:

(a) Exhibit A – Hinterland Group cost proposal of \$48,722.30 for new gates at right of way, modification of F-curb and sidewalk, additional mailbox installation and concrete harmonization within the public right of way. This proposal dated last revised October 26, 2023 also requests 120 days contract extension.

CITY APPROVAL: South Bay City Manager requests the City Commission to approve this change order for the items described above.

Requested time extension for additional work described above from current final completion date: 120 calendar days.

CONSTRUCTION AMOUNT CONTRACTED CURRENTLY: \$1,792,063.71

TOTAL INCREASE IN COST for Change Order No. 3: \$48,722.30

REVISED TOTAL COST OF CONTRACT PER CHANGE ORDER NO. 1: \$1,840,786.01

TIME: A Notice to Proceed to the Contractor for the work was first issued on April 11, 2022, with a current final completion date of April 7, 2023. Project final completion date was extended through change order No. 2 to September 19, 2023. With this Change Order No. 3, the contract is extended another 120 calendar days to **January 17, 2024.**

The City and the Contractor agree that the ITB2021-02 contract time adjustment and sum agreed to in this document constitutes full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in this document.

 Construction Manager Signature	Printed Name: <u>Mr. Zachary King</u> Title: <u>Construction Manager</u> Date: <u>10/31/23</u>
 City Engineer	Printed Name: <u>Mr. Mohan Thampi</u> Title: <u>City Engineer</u> Date: <u>10/31/23</u>
 Contractor Signature	Printed Name: <u>Mr. Daniel Duke, III</u> Title: <u>President, Hinterland Group, Inc.</u> Date: <u>10.30.2023</u>
City Signature	Printed Name: <u>Mr. Leondrae Camel</u> Title: <u>City Manager – City of South Bay</u> Date: _____



Exhibit A

Change Order Proposal

To: City of South Bay
Attn: Zachary King PBC; Mohan Thampi CAP

Date: July 10, 2023
Revised: October 26, 2023
Proposal No: 3
HG Project No: 21-0297-00

Project: South Bay SW 10th Ave Rd Water and Sewer Improvements

Description: proposal covers gates needed for replaced fence, replaced section of church collapsed concrete driveway, and removal, replacing of proposed F curb for the expansion of driveway at 110 SW 10th Ave.

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time-Day
	Roadway					
1	GATES: Supply materials and labor to install gates as outlined below: - 160 - Do to the gate being located in a valley, the gate needs to be a double rolling gate. (1) 4'H x 14'W double rolling gate \$3860. - 230 - Do to the gate being located in a valley, the gate needs to be a rolling gate. (1) 4'H x 12'W rolling gate \$4,496. - 250 - (2) 4'H x 15'W double drive swing gates \$8,072. - 260 - Rehang ped gate & driveway gate \$300. - 265 (1) 4'H x 16'W roll gate \$3939. - Church roll gate (1) 6'H x 20'W roll gate \$5004. Estimate includes only those items listed. Anything not listed is excluded.	1.0000	LS	\$25,671.00	\$25,671.00	
2	MT Calvary First Baptist Church of South Bay -CONCRETE DRIVEWAY	15.0000	SY	\$104.00	\$1,560.00	
3	110 SW 10th Ave-Remove and repour-Sidewalk/Driveway	13.0000	SY	\$104.00	\$1,352.00	
4	110 SW 10th Ave-F Curb	17.0000	LF	\$45.00	\$765.00	
5	Crew time for removal and regrading	19.0000	HR	\$595.00	\$11,305.00	
6	Dump Truck Hauling-concrete hauling	7.0000	HR	\$350.00	\$2,450.00	
7	Concrete coring, grouting for mailbox install	2.0000	HR	\$595.00	\$1,190.00	
Subtotal:					\$44,293.00	
10% Markup					\$ 4,429.30	
Tax						120
Total:					\$48,722.30	

Qualifications:

Removal of unknown obstructions not included.

Removal of unknown conflicts not included.

Permits and permit fees not included.

Delays due to inspections not included.

Any delays due to Covid-19 from any party in the supply, production or construction chain will require time in addition to that shown.

Electronic locating services of any kind are not included.

Asphalt Restoration will be based on the number of locations required.

Additonal time is based when proposal is approved.

Gates are not stock items and must be fabricated.

Hinterland Group Inc. Corporate Office

2051 W Blue Heron Blvd. Riviera Beach, FL 33404 - Ph 561-640-3503 - Fax 561-640-3504

Page 1 of 1

RESOLUTION NO. 55-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, as required by Section 200.065, Florida Statutes, the City Commission of the City of South Bay held a public hearing on September 19, 2022 to adopt the annual budget for fiscal year 2022-2023; and

WHEREAS, on September 19, 2022, the City Commission adopted Resolution 37-2022 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2022-2023 in the amount of Two Million Six Hundred Eighty-Two Thousand Three Hundred Twenty-Four Dollars (\$2,682,324.00); and Capital Project Fund estimated total sum of Four Million Seven Hundred Seventy-Three Thousand Ninety Dollars (\$4,773,090.00); and

WHEREAS, it is necessary to amend the fiscal year 2022-2023 General Fund Budget to recognize an increase in General Fund Budget by Eight Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars (\$899,980.00), which would represent additional revenues as outlined on Budget Amend No. #1, Page 2; and an increase in Capital Project Fund Budget by Forty Thousand Nine Hundred Forty-Five Dollars (\$40,945.00) as outlined on Budget Amend No. #2; and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: an increase of \$19,600.00 in (101) Legislative Department; an increase of \$47,605.00 in (111) City Manager Department; an increase of \$22,685.00 in (121) City Clerk; an increase of \$13,400.00 in (131) Finance Department; an increase of \$72,075.00 in (191) Non-Departmental Department, an increase of \$682,055.00 in Community Development Department, an increase of \$19,740.00 (711) Parks and Recreational Department; an increase of \$22,820.00 in (811) Public Works Department; and

WHEREAS, it is necessary to amend the fiscal year 2022-2023 Capital Project Fund Budget by Forty Thousand Nine Hundred Forty-Five Dollars (\$40,945.00) as outlined on Budget Amend No. #2; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Amendment of Budget. The City of South Bay, Florida hereby amends fiscal year Budget beginning October 1, 2022 and ending September 30, 2023 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the amount of Eight Hundred Ninety-Nine Thousand Nine Hundred Eighty Dollars (\$899,980.00), to the General Fund Budget bringing the total amount to Three Million Five Hundred Eighty-Two Thousand Three Hundred Four Dollars (\$3,582,304.00), and Forty Thousand Nine Hundred Forty-Five Dollars (\$40,945.00) to Capital Project Fund bringing the total amount to Four Million Eight Hundred Fourteen Thousand Thirty-Five Dollars (\$4,814,035.00). The appropriations are described in amendments to the budget worksheet, attached hereto as Exhibit “A”.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

EXHIBIT A

P.1

Budget Adj. # 1

City of South Bay

Budget Adjustment GF

Department: Various Department

Type of Budget Adjustment

Intra-Department Transfer
Inter-Department Transfer
Supplemental Appropriation

X

Account Description	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Travel	001	101	540100	17,500	29,613	(12,113)	12,500	30,000
Membership Due	001	101	554200	2,330	8,323	(5,993)	6,000	8,330
Employee Development	001	101	554300	3,000	4,020	(1,020)	1,100	4,100
Salary	001	111	512100	188,817	219,301	(30,484)	30,500	219,317
FICA	001	111	521100	14,445	16,901	(2,456)	2,500	16,945
Group Health Insurance	001	111	523100	16,950	18,578	(1,628)	1,630	18,580
Worker Compensation	001	111	524100	-	5,874	(5,874)	5,875	5,875
Travel	001	111	540100	8,000	15,085	(7,085)	7,100	15,100
Salary	001	121	512100	53,188	61,051	(7,863)	7,900	61,088
Group Health Insurance	001	121	523100	6,100	9,663	(3,563)	3,570	9,670
Travel	001	121	540100	-	5,315	(5,315)	5,400	5,400
Oil & Gas	001	121	552200	-	1,753	(1,753)	1,800	1,800
Auto Insurance	001	121	545100	-	732	(732)	735	735
Rep. & Maintenance Auto	001	121	546500	-	1,579	(1,579)	1,580	1,580
Equipment	001	121	644000	-	1,700	(1,700)	1,700	1,700
Salary	001	131	512100	146,839	160,220	(13,381)	13,400	160,239
Professional Services	001	191	531300	78,230	100,445	(22,215)	22,500	100,730
Insurance	001	191	545100	50,550	53,297	(2,747)	2,750	53,300
Rep. & Maintenance Building	001	191	546200	10,550	17,233	(6,683)	7,000	17,550
Operating Supplies	001	191	552100	10,000	17,661	(7,661)	7,850	17,850
Special Projects	001	191	556210	8,500	27,225	(18,725)	18,750	27,250
Contingency	001	191	599000	10,000	23,219	(13,219)	13,225	23,225
Total Increase				624,999	798,788	(173,789)	175,365	800,364
	Fund	Dept.	Account	Adopted Budget	Total Current Revenue to Date	Available Budget	Increase	Adjusted Budget
Total Increase				-	-	-	-	-

To amend the budget in Legislative Departments in amount of \$19,600 for various expenses, City Manager Department in amount of \$47,605, City Clerk in amount of \$22,685, and \$13,400 in Finance department and \$72,075 Non-Departmental for various expenses,

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Approved by City Commission

Meeting of

Date

Date

Date

EXHIBIT B

Budget Adj. # 1

City of South Bay

Budget Adjustment GF

Department: Various Departments

Type of Budget Adjustment

Intra-Department Transfer	
Inter-Department Transfer	
Supplemental Appropriation	X

Account Description	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Balance from Page 1				624,999	798,788	(173,789)	175,365	800,364
Professional Services	001	311	531300	5,000	10,005	(5,005)	5,005	10,005
ARPA Act	001	311	565231	324,117	1,001,159	(677,042)	677,050	1,001,167
Salary	001	711	512100	104,224	107,566	(3,342)	3,350	107,574
Worker Compensation	001	711	524100	3,350	5,378	(2,028)	2,030	5,380
Rep. & maintenance Building	001	711	546200	5,560	9,363	(3,803)	3,850	9,410
Operating Supplies	001	711	552100	2,500	5,553	(3,053)	3,100	5,600
Oil & Gas	001	711	552200	3,780	4,584	(804)	810	4,590
Equipment	001	711	641000	-	6,600	(6,600)	6,600	6,600
Worker Compensation	001	811	524100	20,000	36,498	(16,498)	16,500	36,500
Electricity	001	811	543100	56,100	59,835	(3,735)	3,750	59,850
Oil & Gas	001	811	552200	17,500	20,065	(2,565)	2,570	20,070
Total Increase				1,167,130	2,065,394	(893,264)	899,980	2,067,110
	Fund	Dept.	Account	Adopted Budget	Total Current Revenue to Date	Available Budget	Increase	Adjusted Budget
ARPA Grant	001	033	331190	350,000	994,233	(644,233)	675,000	1,025,000
FPL Electrical Franchise fee	001	031	313100	196,500	204,234	(7,734)	35,000	231,500
FPL Electrical Utility Tax	001	031	314100	277,500	285,081	(7,581)	17,500	295,000
Building Permits	001	032	322000	65,000	96,889	(31,889)	30,395	95,395
State Revenue Sharing	001	033	335120	208,567	245,869	(37,302)	35,000	243,567
Local Gov Sales Tax	001	033	335180	275,000	262,138	12,862	17,000	292,000
Interest Income	001	036	361100	3,600	71,149	(67,549)	65,000	68,600
Rental recreation	001	036	362111	11,500	17,814	(6,314)	5,000	16,500
Sales of Fixed Assets	001	036	364310	-	8,037	(8,037)	8,035	8,035
Donations	001	036	366450	10,000	22,050	(12,050)	12,050	22,050
Total Increase				1,397,667	2,207,494	(809,827)	899,980	2,297,647

To amend Community Development Department in amount of \$682,055 for professional planning services and ARP Act expense, Parks and Recreational Department in amount of \$19,740 for various expenses, \$22,820 in Public Works Department. The above expenses are amended from additional revenues as they are listed to attached schedule.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Approved

City Manager

Date

Date

Date

Approved by City Commission

Meeting of

RESOLUTION NO. 56-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE 2023-2024 HARVEST SEASON IN THE GLADES COMMUNITIES; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, October 1, 2023 marks the beginning of the harvest season in the Glades communities; and

WHEREAS, harvest season is an important time of year for our community as a majority of area residents, friends and neighbors are employed in agriculture or agricultural-related services that help harvest and process crops as well as help in the planting and preparing fields and facilities for the next sugarcane and vegetable crops; and

WHEREAS, the City of South Bay ("City") acknowledges with great respect and gratitude, the economic, social and cultural benefits provided by farmers to our community; and

WHEREAS, farmers in our community and the businesses they support provide good paying, high skilled/high wage jobs with benefits as well as union jobs for the residents of our communities; and

WHEREAS, researchers from the Agricultural and Food Policy Center at Texas A&M University confirm that "Florida sugarcane growers and the Florida sugar industry support 19,201 jobs and contribute \$4.7 billion annually to the state's economy"; and

WHEREAS, residents of our Glades communities appreciate the rural lifestyle that comes with living in a small, close-knit farming community and accept that farming activities are part and parcel of a living in a farming community; and

WHEREAS, the City Commission of the City of South Bay finds that acknowledging the 2023-2024 Harvest Season in the Glades Communities is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby acknowledges the 2023-2024 Harvest Season in the Glades Communities. Residents, friends and neighbors in our community are urged to pray for unity in our community, peace among our residents, support for our farmers, and a safe and bountiful 2023-2024 harvest season.

Section 3. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 21st day of November 2023.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

Albert Polk

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vicky Del Bosquez

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date: November 14, 2023

Ref. Weekly check register

Enclosed, please find the summary of check registers as of November 14, 2023

General Fund

• Utility:		
	Comcast	\$ 3,026.40
	FPL	14,541.69
	PBC WU	5,343.35
	Verizon	778.34
• Bank of America		5,038.38
• Norris-Weeks, PA		21,355.38
• FL Municipal Insurance		43,009.25
• PBC Sheriff		19,601.50
• Allied Benefit		11,302.63
• Marathon		6,604.74
• Jordan Connors		3,333.32
• Coastal Network		3,000.00
• Cougar Mountain		3,872.00
• CAP Government		3,152.50
• JHL		3,190.00
• Clarke		3,002.67
• Purchased of supplies, materials and parts		4,759.09
• Payment for various services		16,918.01
• Payroll deductions		7,970.11
• Other		23,734.19
	Total	\$ 203,533.55

ARP Act Fund

Home repair	\$ 6,000.00
Nat. Traffic Sign	3,430.40
Payroll	2,053.11
	<u>\$ 11,483.51</u>

Capital Project Fund

Hinterland Group	\$ 121,311.53
CAP Government	3,940.00
Rosso Site	200,206.64
	<u>\$ 325,458.17</u>

Sanitation Fund

Waste Management	\$ 71,230.44
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*An equal Opportunity
Affirmative Action Employer*

The expenses classifications are reported in general ledger.

AP Check Register Report

City Of South Bay (CSBFND)

9/27/2023 11:50:23 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15652	BANK OF AMERICA, NA	BANK OF AMERICA	09/27/2023	1,393.43	
				Non-Electronic Transactions:	1,393.43
				Total Transactions:	1,393.43

AP Check Register Report

City Of South Bay (CSBFND)

9/28/2023 10:38:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15653	1143	PPLSI	09/28/2023	76.80	
15654	1274	ANGIE FIELDS	09/28/2023	150.00	
15655	1300	ANDERSON RAINEY	09/28/2023	2,000.00	
15656	AFLAC	AFLAC	09/28/2023	1,459.00	
15657	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	09/28/2023	1,500.00	
15658	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	09/28/2023	734.40	
15659	EKEIRA SCOTT	EKEIRA SCOTT ELLISION	09/28/2023	150.00	
15660	FDOT	FDOT	09/28/2023	3.00	
15661	IAMAW	IAMAW	09/28/2023	269.28	
15662	IIMC	IIMC	09/28/2023	185.00	
15663	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	09/28/2023	1,666.66	
15664	LIBERTY NATIONAL	LIBERTY NATIONAL	09/28/2023	284.94	
15665	MUTUAL OF OMAHA	MUTUAL OF OMAHA	09/28/2023	285.19	
15666	MY DOCTOR	MARTIN T. HARLAND DO	09/28/2023	300.00	
15667	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	09/28/2023	410.00	
15668	UNITED HEALTH CARE	UHS PREMIUM BILLING	09/28/2023	471.44	
15669	WALMART (CAPITAL ONE	CAPITAL ONE	09/28/2023	1,052.25	
15670	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	09/28/2023	68.50	
				Non-Electronic Transactions:	11,066.46
				Total Transactions:	11,066.46

AP Immediate Check Register Report

City Of South Bay (CSBFND)

10/4/2023 8:29:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15671	JOE KYLES	JOE KYLES	10/04/2023	96.00	
Totals:			Total Transactions :		96.00

AP Check Register Report

City Of South Bay (CSBFND)

10/5/2023 11:13:07 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15672	1004	RELIANT FIRE & SECURITY	10/05/2023	239.97	
15673	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	10/05/2023	21,355.38	
15674	CIVICPLUS INC	CIVICPLUS LLC	10/05/2023	2,246.91	
15675	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	10/05/2023	3,872.00	
15676	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	10/05/2023	117.98	
15677	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/05/2023	43,009.25	
15678	FPL	FPL	10/05/2023	7,502.81	
15679	FSA	FLORIDA STORMWATER ASSOCIATION	10/05/2023	500.00	
15680	MARATHON/MEX BANK	WEX BANK	10/05/2023	3,401.36	
15681	NORTHERN PALM BEACH	NORTHERN PALM BEACH COUNTY	10/05/2023	2,409.92	
15682	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/05/2023	2,648.90	
15683	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	10/05/2023	1,199.00	
				Non-Electronic Transactions:	88,503.48
				Total Transactions:	88,503.48

AP Check Register Report

City Of South Bay (CSBFND)

10/11/2023 2:52:48 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15684	1034	WASHINGTON MARRIOTT MARQUIS	10/11/2023	907.89	
15685	JOE KYLES	JOE KYLES	10/11/2023	125.00	
15686	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	10/11/2023	180.00	
				Non-Electronic Transactions:	1,212.89
				Total Transactions:	1,212.89

AP Check Register Report

City Of South Bay (CSBFND)

10/11/2023 3:08:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15687	1034	WASHINGTON MARRIOTT MARQUIS	10/11/2023	907.89	
				Non-Electronic Transactions:	907.89
				Total Transactions:	907.89

AP Check Register Report

City Of South Bay (CSBFND)

10/13/2023 11:20:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15688	1032	CARIBBEAN TIRES	10/13/2023	23.00	
15689	1146	VERIZON CONNECT FLEET USA LLC	10/13/2023	189.50	
15690	1324	SHARON L. SINGLETON	10/13/2023	150.00	
15691	1325	CMS MEDICARE INSURANCE	10/13/2023	659.60	
15692	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	10/13/2023	734.16	
15693	CAP GOVERNMENT	CAP GOVERNMENT	10/13/2023	3,152.50	
15694	CLARKE	CLARKE	10/13/2023	599.09	
15695	COMCAST BUSINESS	COMCAST	10/13/2023	884.21	
15696	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	10/13/2023	795.00	
15697	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	10/13/2023	731.70	
15698	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	10/13/2023	103.85	
15699	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	10/13/2023	1,651.85	
15700	TOWN OF LANTANA	TOWN OF LANTANA	10/13/2023	1,000.00	
15701	VRC	VRC	10/13/2023	376.63	
				Non-Electronic Transactions:	11,051.09
				Total Transactions :	11,051.09

AP Check Register Report
City Of South Bay (CSBFND)

10/17/2023 8:28:23 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15702	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	10/17/2023	300.00	
				Non-Electronic Transactions:	300.00
				Total Transactions:	300.00

AP Check Register Report

City Of South Bay (CSBFND)

10/17/2023 9:04:36 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15703	1320	ALLIED BENEFIT SYSTEMS	10/17/2023	9,628.06	
				Non-Electronic Transactions:	9,628.06
				Total Transactions:	9,628.06

AP Check Register Report

City Of South Bay (CSBFND)

10/18/2023 3:17:50 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15704	1072	PARTY JAM RENTAL LLC	10/18/2023	550.00	
15705	1136	ANTRON FELTON	10/18/2023	700.00	
15706	1138	FLORIDA MOBILE GAMING TRUCK	10/18/2023	650.00	
15707	1142	CA FLORIDA HOLDINGS, LLC	10/18/2023	1,883.74	
15708	1166	PALM BEACH COUNTY DAY	10/18/2023	1,050.00	
15709	1278	CAROLINE LARRIS	10/18/2023	169.00	
15710	1323	NATIONAL TRAFFIC SIGNS	10/18/2023	2,849.76	
15711	1326	ALEGNA FIRE, LLC	10/18/2023	1,200.00	
15712	BALLOON ART DESIGN	BALLOON ART DESIGN	10/18/2023	400.00	
15713	FLOM	Florida League Of Mayors	10/18/2023	350.00	
15714	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	10/18/2023	19,601.50	
				Non-Electronic Transactions:	29,404.00
				Total Transactions:	29,404.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

10/19/2023 11:48:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15715	1328	MARTHA'S HOUSE FOR CHOBEE	10/19/2023	300.00	
15716	1327	FELICIANO ROBLERO	10/19/2023	460.00	
15717	1137	SHRESSE LUMPKIN	10/19/2023	100.00	
Totals:			Total Transactions :		860.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

10/20/2023 1:37:42 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15718	1132	MUCK CITY GOSPEL CONNECTION	10/20/2023	300.00	
Totals:				Total Transactions :	300.00

AP Check Register Report

City Of South Bay (CSBFND)

10/27/2023 12:06:33 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15719	1143	PPLSI	10/26/2023	76.80	
15720	1258	MARY HARRELL	10/26/2023	2,000.00	
15721	1320	ALLIED BENEFIT SYSTEMS	10/26/2023	11,302.63	
15722	1323	NATIONAL TRAFFIC SIGNS	10/26/2023	580.64	
15723	AFLAC	AFLAC	10/26/2023	1,685.33	
15724	BANK OF AMERICA, NA	BANK OF AMERICA	10/26/2023	3,644.95	
15725	CLARKE	CLARKE	10/26/2023	1,800.88	
15726	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	10/26/2023	1,500.00	
15727	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	10/26/2023	395.37	
15728	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	10/26/2023	633.93	
15729	FLORIDA DEPT OF REVE	FLORIDA U.C. FUND	10/26/2023	605.04	
15730	IAMAW	IAMAW	10/26/2023	269.28	
15731	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS	10/26/2023	340.00	
15732	LAKE HARDWARE	LAKE HARDWARE	10/26/2023	51.79	
15733	LIBERTY NATIONAL	LIBERTY NATIONAL	10/26/2023	284.94	
15734	MUTUAL OF OMAHA	MUTUAL OF OMAHA	10/26/2023	285.19	
15735	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	10/26/2023	410.00	
15736	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/26/2023	975.00	
15737	SOUTH CENTRAL FLORID	RAMS, INC.	10/26/2023	3,934.00	
15738	THE GALLERY	THE GALLERY COLLECTION	10/26/2023	204.63	
15739	UNITED HEALTH CARE	UHS PREMIUM BILLING	10/26/2023	565.85	
15740	VERIZON WIRELESS	VERIZON WIRELESS	10/26/2023	588.84	
15741	WALMART (CAPITAL ONE	CAPITAL ONE	10/26/2023	307.46	
15742	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	10/26/2023	68.50	
15743	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	10/26/2023	137.97	
				Non-Electronic Transactions:	32,649.02
				Total Transactions:	32,649.02

AP Check Register Report

City Of South Bay (CSBFND)

11/3/2023 12:29:50 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15744	ANDRE L. HAMILTON	ANDRE L. HAMILTON	11/03/2023	1,200.00	
				Non-Electronic Transactions:	1,200.00
				Total Transactions:	1,200.00

AP Check Register Report

City Of South Bay (CSBFND)

11/7/2023 11:07:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15745	1329	OMNI ATLANTA HOTEL AT CENTENNIAL PARK	11/07/2023	4,441.20	
				Non-Electronic Transactions:	4,441.20
				Total Transactions:	4,441.20

AP Check Register Report

City Of South Bay (CSBFND)

11/7/2023 12:24:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15746	1032	CARIBBEAN TIRES	11/07/2023	42.00	
15747	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	11/07/2023	1,365.02	
15748	BARBARA KING	BARBARA KING	11/07/2023	150.00	
15749	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	11/07/2023	29.60	
15750	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	11/07/2023	190.71	
15751	FPL	FPL	11/07/2023	7,038.88	
15752	JIM HOOKS WELDING IN	JIM HOOKS WELDING INC.	11/07/2023	726.32	
15753	LAKE HARDWARE	LAKE HARDWARE	11/07/2023	134.13	
15754	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	11/07/2023	251.59	
15755	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	11/07/2023	2,694.45	
15756	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	11/07/2023	500.00	
15757	STITCH WORK PLUS	STITCH WORK PLUS	11/07/2023	221.62	
15758	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	11/07/2023	419.94	
				Non-Electronic Transactions:	13,764.26
				Total Transactions:	13,764.26

AP Check Register Report

City Of South Bay (CSBFND)

11/8/2023 1:20:54 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15759	1032	CARIBBEAN TIRES	11/08/2023	100.00	
15760	1289	ALBERT POLK	11/08/2023	662.10	
15761	BETTY BARNARD	BETTY BARNARD	11/08/2023	132.00	
15762	FDOT	FDOT	11/08/2023	41.52	
15763	JLH ASSOCIATES	JLH ASSOCIATES	11/08/2023	3,190.00	
15764	JOE KYLES	JOE KYLES	11/08/2023	132.00	
15765	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	11/08/2023	1,666.66	
15766	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	11/08/2023	250.00	
15767	MARATHON/MEX BANK	WEX BANK	11/08/2023	3,203.38	
15768	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	11/08/2023	300.00	
15769	TARANZA MCKELVIN	TARANZA MCKELVIN	11/08/2023	132.00	
				Non-Electronic Transactions:	9,809.66
				Total Transactions:	9,809.66

AP Check Register Report

City Of South Bay (CSBFND)

10/2/2023 3:02:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 10-2-23	COMCAST	COMCAST	10/02/2023	329.85	PYMT 10-2-23
Totals:			Electronic Transactions:		329.85
			Total Transactions:		329.85

AP Check Register Report

City Of South Bay (CSBFND)

10/12/2023 12:51:44 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 1081-1023	COMCAST	COMCAST	10/12/2023	228.93	!3-ach payment
ACH FOR 9978-1023	COMCAST	COMCAST	10/12/2023	417.88	!3 ach payment
Totals:			Electronic Transactions:		646.81
			Total Transactions:		646.81

AP Check Register Report

City Of South Bay (CSBFND)

10/26/2023 11:05:03 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 10-25-23	COMCAST	COMCAST	10/25/2023	188.12	PYMT 10-25-23
Totals:			Electronic Transactions:		188.12
			Total Transactions:		188.12

AP Check Register Report

City Of South Bay (CSBFND)

11/7/2023 12:38:28 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH FOR 1081-NOV	COMCAST	COMCAST	11/07/2023	229.23	payment-1081
ACH-9978-1123	COMCAST	COMCAST	11/07/2023	418.33	payment for 9978
Totals:			Electronic Transactions:		647.56
			Total Transactions:		647.56

AP Check Register Report

City Of South Bay (CSBFND)

11/7/2023 12:04:03 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH PYMT 11-7-23	COMCAST	COMCAST	11/07/2023	329.85	PYMT 11-7-23
Totals:			Electronic Transactions:	329.85	
			Total Transactions:	329.85	

AP Immediate Check Register Report

City Of South Bay (CSBFND)

10/10/2023 2:58:19 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
281	1304	ROSSO SITE DEVELOPMENT INC.	10/10/2023	142,937.73	
Totals:			Total Transactions:		142,937.73

AP Check Register Report

City Of South Bay (CSBFND)

10/27/2023 2:11:24 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
282	1069	HINTERLAND GROUP INC	10/26/2023	13,700.18	
283	1304	ROSSO SITE DEVELOPMENT INC.	10/26/2023	57,268.91	
284	CAP GOVERNMENT	CAP GOVERNMENT	10/26/2023	3,940.00	
				Non-Electronic Transactions:	74,909.09
				Total Transactions:	74,909.09

AP Check Register Report

City Of South Bay (CSBFND)

9/20/2023 2:18:43 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
280	1069	HINTERLAND GROUP INC	09/20/2023	107,611.35	
				Non-Electronic Transactions:	107,611.35
				Total Transactions:	107,611.35

AP Check Register Report

City Of South Bay (CSBFND)

11/13/2023 2:26:17 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
326	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/13/2023	7,862.78	
				Non-Electronic Transactions:	7,862.78
				Total Transactions:	7,862.78

AP Check Register Report

City Of South Bay (CSBFND)

11/3/2023 9:28:07 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
325	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/03/2023	25,058.88	
				Non-Electronic Transactions:	25,058.88
				Total Transactions:	25,058.88

AP Check Register Report

City Of South Bay (CSBFND)

10/19/2023 11:13:03 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
324	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	10/19/2023	13,249.90	
				Non-Electronic Transactions:	13,249.90
				Total Transactions:	13,249.90

AP Check Register Report

City Of South Bay (CSBFND)

10/6/2023 9:41:27 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
323	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	10/06/2023	25,058.88	
Non-Electronic Transactions:					25,058.88
Total Transactions:					25,058.88

AP Check Register Report

City Of South Bay (CSBFND)

11/13/2023 3:44:45 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
15770	1179	JEREMIAH THOMAS	11/13/2023	2,000.00	
15771	1330	ASSURITY LIFE INSURANCE COMPANY	11/13/2023	1,259.68	
15772	CLARKE	CLARKE	11/13/2023	602.70	
Non-Electronic Transactions:					3,862.38
Total Transactions:					3,862.38



**YOU ARE CORDIALLY INVITED TO
THE PALM BEACH COUNTY LEAGUE OF CITIES ANNUAL**

***Holiday* NETWORKING BBQ**

FRIDAY DECEMBER 8, 2023 12:00PM

Lomax Harrelle Pavilion - 5000 West Canal St North, Belle Glade, FL 33430

Hosted by Belle Glade, South Bay, and Pahokee

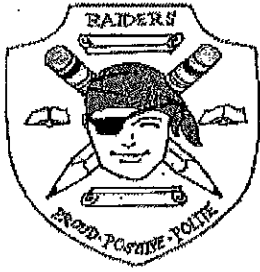


RSVP BY NOVEMBER 27, 2023 TO AZIZA AT AISLES@PBCGOV.ORG

Don't forget to bring an unwrapped gift for the youths of the Glades community.

**Sponsorship opportunities are available.*

**Golf Tournament information is provided on a separate form.*



ROSENWALD ELEMENTARY SCHOOL

1321 Martin Luther King Jr. Blvd

South Bay, Florida 33493

Phone: (561) 993-8900

Fax: (561) 993-8938

"Where Every Child Can Achieve"

Bruce Hightower
Principal

Sonya Green
Assistant Principal

November 3, 2023

Ref: Rosenwald Elementary School Safety Patrols

Rosenwald Elementary School is preparing our future leaders of tomorrow to become successful by introducing new avenues and adventures that they will remember for the rest of their lives.

The 5th Grade Students parents are having a challenging time with the amount of the trip that it is going to cost to send their children to Washington D.C. this year. The total cost per child is \$1211.00 in which we are trying to send at the minimum of 25 children this year. If your organization can assist with donating at least \$5,000.00 we will be able to minimize the cost for each student to attend the trip. In order to ensure that our students get a chance to experience this once in a lifetime trip, we would appreciate your organization donating monetary funds to help our Fifth Grade Safety Patrols travel to Washington D.C. You and your organization will be recognized for any donations and participation at our events. Your organization will assist Rosenwald Elementary School with our mission in providing excellence and opportunities to our future leaders.

Thanking you in advance for your cooperation and participation. If you have any questions or concerns, please feel free to contact Taranza Mckelvin who will be the contact person for all scheduled events and activities. If you have any questions or concerns, my phone number is 561-370-4383 or 561-993-8902.

Sincerely,

Bruce Hightower
Principal